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 GEORGIA-PACIFIC CONSUMER PRODUCTS LP

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Attorneys for Defendants
 LEE'S GENERAL TOYS, INC., JOHN LEE,
 SANDY LEE, AND DOUBLE BARGAIN, INC.

IN THE UNITED STATES DISTRICT COURT
 FOR THE SOUTHERN DISTRICT OF CALIFORNIA

GEORGIA-PACIFIC CONSUMER
 PRODUCTS LP, a Delaware limited
 partnership,

Plaintiff,

v.

LEE'S GENERAL TOYS, INC., a California
 corporation, JOHN LEE, an individual,
 RUNHUI PAPER CO., LTD., a Chinese
 Corporation, SHANTOU KID TOYS CO.,
 LTD., a Chinese Corporation, SANDY LEE,
 an individual, DOUBLE BARGAIN, INC., a
 California corporation, and DOES 5-100,

Defendants.

Civil Action No. 07-CV-02391 JAH POR

**JOINT MOTION FOR ENTRY OF FINAL
 CONSENT JUDGMENT AND ORDER
 FOR PERMANENT INJUNCTION WITH
 RESPECT TO DEFENDANTS LEE'S
 GENERAL TOYS, INC., JOHN LEE,
 SANDY LEE, AND DOUBLE BARGAIN,
 INC.**

1 Plaintiff Georgia-Pacific Consumer Products LP ("Georgia-Pacific") and defendants
2 Lee's General Toys, Inc., John Lee, Sandy Lee, and Double Bargain, Inc. (collectively, the "Lee
3 Defendants"), by their respective undersigned attorneys, hereby submit this Joint Motion for
4 Entry of Final Consent Judgment and Order for Permanent Injunction:

5 **Recitals**

6 1. Georgia-Pacific filed its original Complaint in this action on December 20, 2007
7 against defendants Lee's General Toys, Inc. and John Lee.

8 2. Georgia-Pacific filed its Second Amended Complaint in this action on
9 June 27, 2008, adding defendants Sandy Lee and Double Bargain, Inc.

10 3. Georgia-Pacific and the Lee Defendants have agreed to terms and conditions
11 representing a negotiated settlement of this action with respect to the Lee Defendants.

12 **Stipulation**

13 In light of the foregoing, the parties hereby stipulate, agree, and respectfully request as
14 follows:

15 1. That the Court enter the proposed Final Consent Judgment and Order for
16 Permanent Injunction attached hereto as Exhibit 1.

17
18
19 Dated: June 27, 2008

LATHAM & WATKINS LLP

20
21 By: /s/ Stephen P. Swinton
22 Stephen P. Swinton
23 Attorneys for Plaintiff
Georgia-Pacific Consumer Products LP
E-mail: steve.swinton@lw.com

24 Dated: June 27, 2008

HANEY BUCHANAN & PATTERSON LLP

25
26 By: /s/ Steven H. Haney (with permission)
27 Steven H. Haney
28 Attorneys for Defendants
Lee's General Toys, Inc., John Lee, Sandy Lee,
and Double Bargain, Inc.
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EXHIBIT 1

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8 IN THE UNITED STATES DISTRICT COURT
9 FOR THE SOUTHERN DISTRICT OF CALIFORNIA
10

11 GEORGIA-PACIFIC CONSUMER
12 PRODUCTS LP, a Delaware limited
partnership,

13 Plaintiff,

14 v.

15 LEE'S GENERAL TOYS, INC., a California
corporation, JOHN LEE, an individual,
16 RUNHUI PAPER CO., LTD., a Chinese
Corporation, SHANTOU KID TOYS CO.,
17 LTD., a Chinese Corporation, SANDY LEE,
an individual, DOUBLE BARGAIN, INC., a
18 California corporation, and DOES 5-100,

19 Defendants.
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Civil Action No. 07-CV-02391 JAH POR

**FINAL CONSENT JUDGMENT AND
ORDER FOR PERMANENT
INJUNCTION WITH RESPECT TO
DEFENDANTS LEE'S GENERAL TOYS,
INC., JOHN LEE, SANDY LEE, AND
DOUBLE BARGAIN, INC.**

1 Upon Plaintiff Georgia-Pacific Consumer Products LP (“Georgia-Pacific”) and
2 defendants Lee’s General Toys, Inc., John Lee, Sandy Lee, and Double Bargain, Inc.
3 (collectively, the “Lee Defendants”) appearing in the above captioned action,

4 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

5 1. This Court has personal jurisdiction over Georgia-Pacific and the Lee Defendants
6 and jurisdiction over the subject matter of this action by virtue of the Lanham Act, 15 U.S.C.
7 § 1121(a), and 28 U.S.C. §§ 1331, 1338(a) and (b). This Court also has supplemental
8 jurisdiction over Plaintiff’s state law claims pursuant to 28 U.S.C. § 1367(a). Venue in this
9 District is proper.

10 2. United States Trademark Registration Numbers 781,414; 1,172,215; 2,512,417;
11 2,972,819; 2,989,711; and 2,912,982 (the “**ANGEL SOFT** Trademarks”) are valid and
12 enforceable.

13 3. The Lee Defendants’ use of the “Angelite,” “Angel Lite,” and/or “Angelito”
14 marks in connection with the sale of goods was without the consent of Georgia-Pacific. The Lee
15 Defendants’ use of such marks in commerce is likely to cause confusion with the **ANGEL**
16 **SOFT** Trademarks, or to cause mistake, or to deceive. Accordingly, judgment with respect to
17 Count I for trademark infringement under 15 U.S.C. § 1114(a) of the Second Amended
18 Complaint will be entered for Georgia-Pacific and against the Lee Defendants.

19 4. Judgment with respect to Counts II – X of the Second Amended Complaint will
20 also be entered for Georgia-Pacific and against the Lee Defendants.

21 5. The Lee Defendants waive the right to challenge Georgia-Pacific’s claims in this
22 action that as a direct and proximate result of the Lee Defendants’ infringement of the **ANGEL**
23 **SOFT** Trademarks, Georgia-Pacific has been damaged. The parties, however, stipulate that no
24 damages from the Lee Defendants shall be awarded to Georgia-Pacific in this action.

25 6. The Lee Defendants are bound by the Permanent Injunction attached as Exhibit A,
26 which will be entered.

27 7. The Court will retain jurisdiction over enforcement of the Permanent Injunction.
28

1 8. This Consent Judgment and Order constitutes a final judgment in this action as to
2 the Lee Defendants pursuant to Fed. R. Civ. Proc. 54(b).

3 9. This Consent Judgment and Order shall be binding upon and enforceable by
4 Georgia-Pacific and its successors in interest or assigns and the Lee Defendants and their
5 successors in interest or assigns.

6 There being no just reason for delay, the Clerk of the Court is hereby directed to enter
7 this Order.

8
9 **IT IS SO ORDERED.**

10
11 DATED: _____, 2008

The Honorable John A. Houston
UNITED STATES DISTRICT JUDGE

EXHIBIT A

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Attorneys for Defendants LEE'S GENERAL TOYS,
 INC., JOHN LEE, SANDY LEE, AND DOUBLE
 BARGAIN, INC.

IN THE UNITED STATES DISTRICT COURT
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GEORGIA-PACIFIC CONSUMER
 PRODUCTS LP, a Delaware limited
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LEE'S GENERAL TOYS, INC., a California
 corporation, JOHN LEE, an individual,
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 LTD., a Chinese Corporation, SANDY LEE,
 an individual, DOUBLE BARGAIN, INC., a
 California corporation, and DOES 5-100,

Defendants.

Civil Action No. 07-CV-02391 JAH POR

**STIPULATED PERMANENT
 INJUNCTION WITH RESPECT TO
 DEFENDANTS LEE'S GENERAL TOYS,
 INC., JOHN LEE, SANDY LEE, AND
 DOUBLE BARGAIN, INC.**

RECITALS

WHEREAS, on June 27, 2008, Plaintiff Georgia-Pacific Consumer Products LP (“Georgia-Pacific”) filed its Second Amended Complaint in this action, for trademark infringement, false advertising, and related claims against Lee’s General Toys, Inc., John Lee, Sandy Lee, and Double Bargain, Inc. as Defendants (hereinafter “Defendants”), among others, for Defendants’ manufacturing, importing, distributing, shipping, advertising, marketing, promoting, selling, or offering to sell “Angelite,” “Angel Lite,” or “Angelito” bathroom tissue products or bathroom tissue products bearing similar marks or images;

WHEREAS, Georgia-Pacific and Defendants have agreed to a settlement of this action. As part of that settlement, the parties hereby stipulate to entry of this Stipulated Permanent Injunction.

STIPULATION

Georgia-Pacific and Defendants agree, and hereby stipulate and jointly request an order from this Court stating that:

1. Defendants, including any subsidiaries, parent and affiliated companies, successors, assigns, officers, directors, representatives, distributors, wholesalers, retailers, licensees, agents, partners and employees, and all those acting in concert or participation with Defendants, shall, in connection with the importing, manufacturing, selling, offering to sell, advertising, marketing, or promoting of consumer paper products (*e.g.*, bathroom tissue, facial tissue, paper napkins or paper towel products), or any other activity relating to such products:

- a. Refrain from use of all marks, words, or names similar to U.S. Trademark Registration Numbers 781,414; 1,172,215; 1,639,710; 2,512,417; 2546897; 2695751; 2841759; 2912982; 2972819; 2989711; and 3,142,125 (collectively referred to herein as the ANGEL SOFT Trademarks”), including but not limited to “Angelite,” “Angel Lite,” “Angelito,” or any other marks, words, pictures, or names similar to the ANGEL SOFT Trademarks or incorporating the word

1 “angel,” or associated with angels in any fashion, or any designs, logos, or any
2 other visual depictions of a baby or child or a confusingly similar design of a baby
3 or child;

4 b. Remove all marks, words, pictures, logos, or names similar to the ANGEL SOFT
5 Trademarks, including but not limited to “Angelite,” “Angel Lite,” “Angelito,” or
6 any other marks, words, pictures, or names similar to the ANGEL SOFT
7 Trademarks or incorporating the word “angel,” or associated with angels in any
8 fashion, or any designs, logos, or any other visual depictions of a baby or child or
9 a confusingly similar design of a baby or child, from the labels of inventory, and
10 any signs, wrappers, boxes, cartons, packages, or receptacles associated with
11 consumer paper products currently held by Defendants, and refrain from such
12 uses in the future;

13 c. Destroy any labels, signs, wrappers, boxes, cartons, packages, or receptacles
14 bearing marks, words, pictures, or names similar to the ANGEL SOFT
15 Trademarks, including but not limited to “Angelite,” “Angel Lite,” “Angelito,” or
16 any other marks, words, pictures, or names similar to the ANGEL SOFT
17 Trademarks or incorporating the word “angel,” or associated with angels in any
18 fashion, or any designs, logos, or any other visual depictions of a baby or child or
19 a confusingly similar design of a baby or child, for which such marks, words,
20 pictures, or names cannot be removed;

21 d. Remove all references to “Angelite,” “Angel Lite,” “Angelito,” or any other
22 marks, words, pictures, or names similar to the ANGEL SOFT Trademarks or
23 incorporating the word “angel,” or associated with angels in any fashion, or any
24 designs, logos, or any other visual depictions of a baby or child or a confusingly
25 similar design of a baby or child, from all advertisements, marketing materials,
26 printed materials, and any website that Defendants control or maintain, and
27 refrain from such uses in the future;
28

- e. Remove all references to "Angelite," "Angel Lite," "Angelito," or any other marks, words, pictures, or names similar to the ANGEL SOFT Trademarks or incorporating the word "angel," or associated with angels in any fashion, or any designs, logos, or any other visual depictions of a baby or child or a confusingly similar design of a baby or child, in the metatags of any website that any Defendants control or maintain, and refrain from such uses in the future;
- f. Refrain from (a) filing any applications to register, (b) reviving any applications to register, (c) opposing any applications by Georgia-Pacific to register, or (d) reviving any opposition related to registering in any state(s), countries, territories, or commonwealths, trademarks, service marks, or copyrights comprised of or incorporating "Angelite," "Angel Lite," "Angelito," or any other confusingly similar mark to the ANGEL SOFT Trademarks, including any marks, words, pictures, or names incorporating the word "angel" or associated with angels, or any designs, logos, or any other visual depictions of a baby or child or a confusingly similar design of a baby or child, for consumer paper products; and
- g. Take all steps necessary to abandon its application to federally register the ANGELITO mark (Ser. No. 77/109,596) and to cancel California state trademark registration Number 109437 for the mark ANGEL LITE 500 in a stylized design format.

2. Defendants' sales and distribution, and only that of the Defendants, of the Soft & Silky and Sofitelle brands of bathroom tissue, as depicted here, are expressly excluded from this Injunction:



3. The Stipulated Permanent Injunction agreed to by Georgia-Pacific and Defendants, upon approval by this Court, shall have the force and effect of a permanent injunction entered by the Court following a fully contested trial on the merits. This Court shall have jurisdiction over the enforcement of this Stipulated Permanent Injunction, and shall have jurisdiction to make any orders or findings necessary to effectuate and enforce this Stipulated Permanent Injunction, including the authority to award damages and civil penalties for any violation of this Stipulated Permanent Injunction.

4. Any party that violates the terms of this Stipulated Permanent Injunction shall be liable for attorneys' fees related to the enforcement of the same.

5. This Stipulated Permanent Injunction shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

6. The parties also hereby waive findings of fact and conclusions of law, or any requirement for a more specific or detailed order imposed by Federal Rule of Civil Procedure 65(d), other statutory, or common law, and by their signatures set forth below, acknowledge Notice of Entry of this Stipulated Permanent Injunction.

The signatories to this Stipulated Permanent Injunction warrant that that they have authority to bind their respective parties to the terms herein.

Dated: June 27, 2008

LATHAM & WATKINS LLP

By: /s/ Stephen P. Swinton

Stephen P. Swinton
Attorneys for Plaintiff
Georgia-Pacific Consumer Products LP
E-mail: steve.swinton@lw.com

Dated: June 27, 2008

HANEY BUCHANAN & PATTERSON LLP

By: /s/ Steven H. Haney (with permission)

Steven H. Haney
Attorneys for Defendants
Lee's General Toys, Inc., John Lee, Sandy Lee,
and Double Bargain, Inc.
Email: shaney@hbplaw.com

PROOF OF SERVICE

I am employed in the County of San Diego, State of California. I am over the age of 18 years and not a party to this action. My business address is Latham & Watkins LLP, 12636 High Bluff Drive, Suite 400, San Diego, CA 92130.

On **June 27, 2008**, I served the following document described as:

- 1. JOINT MOTION FOR ENTRY OF FINAL CONSENT JUDGMENT AND ORDER FOR PERMANENT INJUNCTION WITH RESPECT TO DEFENDANTS LEE'S GENERAL TOYS, INC., JOHN LEE, SANDY LEE, AND DOUBLE BARGAIN, INC.**

by serving a true copy of the above-described document in the following manner:

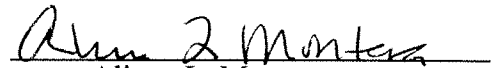
BY ELECTRONIC FILING

I am familiar with the United States District Court, Southern District of California's practice for collecting and processing electronic filings. Under that practice, documents are electronically filed with the court. The court's CM/ECF system will generate a Notice of Electronic Filing (NEF) to the filing party, the assigned judge, and any registered users in the case. The NEF will constitute service of the document. Registration as a CM/ECF user constitutes consent to electronic service through the court's transmission facilities. Under said practice, the following CM/ECF users were served:

Steven H. Haney, Esq.
Haney Buchanan & Patterson LLP
707 Wilshire Boulevard, Suite 5350
Los Angeles, CA 90017
Tel: 213-228-6500
Fax: 213- 228-6501

I declare that I am employed in the office of a member of the Bar of, or permitted to practice before, this Court at whose direction the service was made and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 27, 2008, at San Diego, California.


Alison L. Montero